

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this third day of August, 2009 by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Robert DiPoli, of , Massachusetts, hereafter called "Employee".

WITNESSETH:

Employer desires to employ the service of as Fire Chief of the Town of Rockland;
and

1. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Employee; and

2. The Employee represents that he is qualified and capable of performing the duties and responsibilities of said position; and

Employee desires to accept employment as Fire Chief of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ the Employee as Fire Chief of the Town of Rockland, pursuant to M.G.L. Ch. 48, §42 and §43, to perform the functions and related duties of said position as specified in the Rockland Town Charter, applicable Town Bylaws, votes of the Town Meeting, general or special laws, and to perform such other legally permissible and proper duties and functions as the Town Administrator, or Board of Selectmen (hereinafter called "Board"), or Town Meeting, shall from time to time assign.

Provided, however that additional duties which substantially and materially change the nature or extent of the duties of the Employee shall not be assigned without his consent.

The Employee hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards. The Employee agrees to address the Rockland Fire Department Goals and Objectives, a copy of which is attached as Exhibit A of this agreement.

Section 2. Term

The effective date of this agreement is August 3, 2009 through June 30, 2010, unless terminated sooner by either party. This agreement may be terminated at any time with thirty (30) days notice by the Employer or by the Employee.

Section 3. Salary

Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Fire Chief, the Employer agrees to pay the Employee for his services rendered pursuant hereto \$1,857 per week.

Section 4. Hours of Work

Except as otherwise authorized, the Employee shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the Fire Department management function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal work day, and the Employee agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

Section 5. Vacation, Holiday, Emergency Leave and Sick Leave

The Employee shall be granted five (5) days vacation leave on August 3, 2009, and, if he remains in the employ of the Town as of January 1, 2010, he shall be granted an additional five (5) days of vacation leave. The following shall be paid holidays for the Employee: New Years Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day, Patriot's Day, Thanksgiving Day, Memorial Day, and Christmas Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday. The Employee shall not accrue or be eligible for sick leave or emergency leave during this employment agreement. The Employee may also take additional days off without pay, provided he notifies the Town Administrator in advance.

Section 6. Health, Life Insurance and Other Benefits

Employee agrees not to participate in any health, life or other personal insurance programs for the duration of this agreement.

Section 7. Indemnification

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. Employer acknowledges that it has accepted section 13 of said c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

Section 8. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, bylaw or regulation.

Section 9. Other Terms and Conditions of Employment

- A. Reimbursement for Expenses, The Employee shall be reimbursed for mileage for authorized business use of his private automobile, excluding commuting to and from work, at the established Town rate. The Employee will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business.
- B. The Employee shall have exclusive use of a Town vehicle at all times during employment by the Town of Rockland, for the purpose of carrying out business for the Town of Rockland.

Section 10. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal. Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

- 1. Employer: Board of Selectmen, 242 Union Street, Rockland, MA 02050
- 2. Employee: _____, MA

Section 11. General Provisions

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective commencing August 3, 2009.

D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Employee being employed as and performing the services required of the Fire Chief of the Town.

E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above, written.

Board of Selectmen

Employee

Approved as to form:

Town Counsel

Exhibit A

Fire Department Goals and Objectives

1. Review the Fiscal Year 2010 budget for the fire department and create a spending plan that will not exceed the bottom line budget. Further, action should be taken to prevent any line item from being overspent unless for an emergency situation.
2. Review the requirements necessary for operating the second ambulance with on duty personnel and draft an action plan to accomplish this.
3. Review the status of the outstanding issues that prevent the use of Ambu-Pro ambulance report writing software on the Rockland ambulance(s) work to resolve these problems.
4. Review all department time off policy to determine the cost to the department for this time off. Create a plan to manage this time off with minimal overtime cost and disruption of service.
5. Review the current running cards/order for the Rockland Fire Department for the purpose of reducing the reliance on off duty recall and mutual aid for routine incidents and restrict mutual aid coverage to major incidents.
6. Conduct a SWOT analysis of the department functions and members and advise the Board of Selectmen. Create a plan to address the weakness and threats while capitalizing on the strengths and opportunity.
7. Identify training needs and advancement capability of superior officers currently assigned to the Department.
8. Meet weekly with the Town Administrator to review status of the above goals and objectives. Provide updates to the Chairman of the Board and at Board meetings as requested.